

Docket # 61296 Type: DOR
James H. Hogan, Gloucester County Clerk
Rec'd # 50775 12:45:40 P.M. 09/07/2006
Recording Fee: \$560.00 DE 4272 135

Prepared By:

Barbara E. Riefberg
BARBARA E. RIEFBERG, ESQ.

**DECLARATION OF COVENANTS AND RESTRICTIONS
CASELLA FARMS HOMEOWNERS ASSOCIATION, INC.**

THIS DECLARATION, made this 14th day of August, 2006,
by **PRO HOMES, L.L.C.**, a New Jersey Limited Liability Company, 239-A
Taunton Blvd., Medford, New Jersey, hereinafter referred to as "GRANTOR".

WITNESSETH:

WHEREAS, Grantor is the owner of certain real property known as the
CASELLA FARMS Development, Townships of Harrison and East Greenwich,
County of Gloucester, and State of New Jersey, originally known as Block
45.01, Lot 2 in Harrison Township and Block 1202, Lot 2 in East Greenwich
Township, said lands having been subdivided into forty-two (42) residential
building lots, plus two (2) drainage basin/open space lots, as set forth in
Exhibit "A; and

WHEREAS, pursuant to the preliminary/final major subdivision approval
of said project, the Planning Boards of the Townships of Harrison and East
Greenwich have required the creation of a Homeowners Association with rights
of the homeowners to govern this entity and imposition of certain deed
restrictions on the property, as set forth herein; and

WHEREAS, Grantor desires to impose certain additional protective deed
restrictions to protect the value and amenities of the lots in said subdivision, as

set forth herein; and to reserve certain rights of architectural control, as set forth in Section Four herein and to provide for the establishment of fees for the Homeowners Association to perform its required functions.

WHEREAS, Block 45.25, Lot 6 in Harrison Township is to be excluded from the Homeowners' Association, Inc. by mutual agreement.

NOW, THEREFORE, Grantor declares that the real property described above, known as the "CASELLA FARMS" Subdivision, shall be held, transferred, sold, conveyed, occupied and used subject to the covenants and restrictions hereinafter set forth:

SECTION ONE: CREATION OF ASSOCIATION; MEMBERSHIP

1. Association Created: There is hereby created the CASELLA FARMS Homeowners Association, Inc., ("Association") in accordance with the provisions set forth herein. Said Association shall be governed by the By-Laws of CASELLA FARMS Homeowners Association, Inc. as adopted and amended. A copy of the By-Laws as adopted on _____ is hereto attached at Exhibit "B".

2. Membership: Every person, or entity, who is a record owner of any lot in the subdivision, except the owner of Block 45.25, Lot 6 in Harrison Township, shall be a member of the Association. When more than one person or entity holds an ownership interest in any lot, all such persons shall be members and the vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be effective for any one lot in the subdivision. For purposes of this Declaration, neither Harrison Township

nor East Greenwich Township, although they may have rights hereunder and be the owner of easements, shall not be considered an owner or a member of said Association. As set forth above, only lot owners of lots that have been legally created by the recording of a final plat shall be members of the Association.

3. Members Right of Enjoyment: Subject to the architectural control provisions in Section Four below, and the Deed Restrictions in Section Five below, every member shall have a right of enjoyment in and to any common area in the subdivision, and such right shall be appurtenant to and shall pass with the title to every lot.

4. Limitations: The right of enjoyment above created shall be subject to the following:

(a) The rights of the Association, in accordance with the provisions hereof, to borrow money for the purpose of improving the common areas and in aid thereof, to mortgage said properties, and the rights of said Mortgagee in said properties shall be superior to the rights of the lot owners and members hereunder; and

(b) The rights of the Association to take such steps as are reasonably necessary to protect the above described properties against foreclosure; and

(c) The rights of the Association, as provided herein, to suspend the enjoyment rights of any member for any period during which any assessment remains unpaid; and

(d) A blanket right of the Grantor and the Association to grant and reserve easements and rights-of-way through, under, over and across any common area or easement reserved for same, for the installation, construction, repair, replacement, maintenance and inspection of pipes, fences, inlets, structures, improvements, lines, swales, and any other necessary or required appurtenances for public or private water, sewer, drainage, storm water, gas, electricity, fuel oil and any other utilities, without limitation.

5. Ownership of Common Areas: All property designated on the engineering plans or in this Declaration as Association property, or any easement or property to be owned, controlled or maintained by said Association, including but not limited to, any open space, shall be conveyed and transferred to said Association free and clear of all liens, debts and encumbrances. The basin lots (Block 1202, Lot 2 in East Greenwich Township and Block 45.25, Lot 7 in Harrison Township) shall be transferred to the Association at the time the plats are filed which create the subdivision however Grantor remains responsible for the installation of all required improvements. The Association must accept title to the deed or easement for said lands, subject to the performance and maintenance guarantees posted by the developer in accordance with the Municipal Land Use Law.

SECTION TWO: MAINTENANCE AND ASSESSMENTS

1. Assessments: By acceptance of a Deed therefore, all owners of any lot in the subdivision, whether or not it shall be so expressed in any such Deed

or other conveyance, shall be deemed to covenant and agree to pay to the Association the following assessments, from the date that the lot owner accepts title to the lot:

- (a) Annual assessments or charges;
- (b) Capital assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided;
- (c) Emergency assessments.

The annual, capital, and emergency assessments, if any, together with such interest thereon and costs of collection thereof, as are hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the lot against which each such assessment is made. Each such assessment, together with such interest thereon and costs of collection thereof as are hereinafter provided, shall also be the personal obligation of the person or persons who was the owner or owners of such property at the time when the assessment fell due.

2. Use of Assessments: The assessments levied by the Association shall be used exclusively for the purposes of promoting the recreation, health, safety and welfare of the residents of the subdivision, and in particular for the improvement and maintenance of all the land and property under the control of the Association, including, but not limited to, the payment of taxes and insurance thereon, and the maintenance, repair, replacement and additions thereto, and for the costs of labor, equipment, materials and supervision

thereof.

3. Annual Assessments: It shall be an absolute affirmative obligation of the Association and its Board of Trustees to fix an annual assessment in an amount sufficient to maintain and operate all Association property, including the common areas and facilities, and to anticipate the current maintenance costs and future needs of the Association in the maintenance and operation of said Association property. The annual assessment for each year shall be established by the Board of Trustees no later than sixty (60) days prior to the beginning of each calendar year, and all assessments shall be payable semi-annually from and after January 1 of each calendar year. A copy of the proposed budget for maintenance of the stormwater management facilities of the premises to be considered in setting the first year's assessment is hereto attached as Exhibit C.

4. Capital Assessments: In addition to the annual assessments authorized above, the Board of Trustees of the Association may levy in any assessment year a capital assessment for the purpose of defraying, in whole or in part, the cost of any construction, repair or replacement of a described capital improvement upon Association property, including the necessary fixtures and personal property related thereto.

5. Emergency Assessments: The Board of Trustees of the Association may increase the annual and/or capital assessment established in any calendar year, on an emergency basis, with the agreement of a majority of the

members of the Association voting in person or by proxy at a meeting duly caused for this purpose. Written notice of any meeting pursuant to the emergency assessment standards hereunder shall be sent to all members not less than ten (10) days nor more than thirty (30) days in advance of the special meeting setting forth the purpose of the meeting and the emergency to be funded pursuant to this paragraph.

6. Lien for Unpaid Assessments: If any assessment is not paid on the date when due, then such assessment shall be deemed delinquent and shall, together with such interest thereon and costs of collection thereof as are hereinafter provided, continue as a lien on the lot against the then record owner, and said record owner's heirs, executors, devisees, personal representatives, successors and assigns. If the assessment is not paid within ten (10) days after the due date, the assessment shall bear interest from the date of delinquency at the maximum rate of interest allowed by law, and the Association may bring legal action against the owner personally obligated to pay the same or may enforce or foreclosure the lien against the property, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided, reasonable attorney's fees, and court costs.

7. Subordination of Lien: The lien for the assessments provided for herein shall be expressly subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties or lots subject to assessment; provided, however, that such subordination shall apply only to the

assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

8. Uniform Rate of Assessments: Annual, capital and emergency assessments must be fixed at a uniform rate for all lots, it being the intent hereof that all lots, regardless of the value of the home or improvement thereon, shall pay the same per lot assessment established pursuant to the provisions hereunder.

9. Interim Provisions for Annual Assessments. Until all of the members of the Board of Trustees are individual lot owners as set forth in Article 1, Section 1 of the By-Laws, below, the Grantor shall fix the annual assessment for the Association, based on a written budget to be supplied by Grantor to each lot owner no later than sixty (60) days prior to the end of each calendar year. The annual assessment shall be based upon reasonable estimates. No capital or emergency assessment may be imposed by the Grantor. Each lot owner shall be responsible only for the lot owner's *pro-rata* share of the Association expenses for improvements constructed or to be constructed during the next year, provided, however, that any lot owner accepting title to a lot during the calendar year shall be responsible only for the annual assessment for the lot adjusted *pro-rata* from the date of settlement to

the end of the year. The Grantor shall be responsible for payment of the annual assessment to the Association for Grantor's lots.

SECTION THREE: LANDSCAPING AND ARCHITECTURE

1. No building, fence, wall or other structure, or landscaping, shall be started, constructed, erected or maintained upon any lot in the subdivision, nor shall any exterior addition, change or alteration to an existing building be made without the plans and specifications for same being approved by Grantor.

2. All construction plans and specifications and landscaping plans submitted to the Grantor for review under this Article shall be sufficient and detailed to show the nature, kind, shape, height, materials and location of any proposed construction and landscaping. Within ten (10) days after a complete application is made to Grantor, Grantor will either approve, deny, or approve with conditions the proposed construction or landscaping. Failure by the Grantor to approve or disapprove said construction within ten (10) days after submission of a complete application will constitute approval under this Article.

3. The review by Grantor herein shall be limited primarily to the exterior design, front and side elevations, exterior siding materials and color, landscape plans, and the size of the residence to insure that the character, magnitude, and appearance of the community are maintained. The approvals by Grantor herein shall not be unreasonably withheld.

4. Grantor shall exercise all rights of architectural control hereunder

until the last lot in the subdivision is sold and a home constructed thereon, at which time Grantor shall cease to exercise all rights of architectural control hereunder. The applicable provisions of the Harrison Township and East Greenwich Zoning Ordinances shall control at all times.

SECTION FOUR: DEED RESTRICTIONS

A. In order to protect and enhance the value of the lots and property subject to this Declaration, Grantor does hereby impose the following protective covenants on said lots and property:

1. No lot shall be used except for a detached, single family residence, home occupations, and other accessory uses permitted by the Harrison Township and East Greenwich Development and Zoning Ordinances.

2. No lot shall be further subdivided or re-divided.

B. In addition to the deed restrictions above, the Townships of Harrison and East Greenwich Planning Boards or other approving authority in approving the subdivision and development of the property, have required certain deed restrictions to be imposed by Grantor as follows. No amendment to the following deed restrictions shall be effective unless expressly approved in writing by the Harrison Township Planning Board or the East Greenwich Township Planning Board:

1. Storm Water Management System: There is created and established, as shown on the engineering drawings and development plans approved by the Harrison Township and East Greenwich Township Planning

Boards, a storm water management system, including 2 drainage basin/open space lots, being Block 45.25, Lot 7 in Harrison Township and Block 1202, Lot 2 in East Greenwich Township, as shown on the Final Major Subdivision Plan dated May 28, 2004, last revised October 11, 2005, prepared by Consulting Engineers Services, together with related pipes and other improvements, including buffer landscaping and related drainage and access easements for access to said basin, to be owned and maintained by the Homeowners Association created herein. The maintenance of the storm water management system lot, the drainage basins, all pipes, structures and appurtenances related thereto, together with the drainage and access easements, and the buffer landscaping, shall be solely and completely the responsibility of the Association created herein. A maintenance plan is attached hereto as Exhibit "D" and a budget is attached hereto as Exhibit "C". In addition, the Association shall be responsible for the maintenance of any fountain or other equipment within the drainage basins, and the cost of electric to operate same, and shall be responsible for any treatment of aquatic vegetation or other required maintenance of the water in said drainage basins. No lot owner shall alter, block or change the drainage structures, pipes or other improvements after same are constructed, nor shall any lot owner prevent or impede the flow of water within said lot or drainage easements. Neither the Township of Harrison nor the Township of East Greenwich shall have maintenance responsibility relative to said drainage areas, nor shall the public or members of the Association be

permitted within said areas, except as expressly permitted by the Homeowners Association rules and regulations, and the maintenance of said drainage basin and easements shall be solely and completely the responsibility of the Association aforesaid after the basin is constructed by the developer, and inspected and approved by the Township Engineer. Ownership of the drainage basins by the Association is subject to a blanket easement for the right (but not the obligation) of Harrison Township and/or East Greenwich Township to enter on and in said drainage area for any legal or lawful purpose.

Should the Association disband or fail in its obligations with respect to maintenance of the drainage basins, the obligations shall become the responsibility of all of the lot owners in the subdivision collectively. If the Township must undertake any repairs or maintenance, the Township will seek reimbursement from the individual lot owners pursuant to N.J.S.A. 40:55D-43(b) and (c). The cost of such maintenance by the municipality shall be assessed pro rata against the owners of each individual lot affected thereby and shall become a lien and tax on each such lot and shall be enforceable by the municipality in the manner provided by law with respect to real estate taxes assessed directly against each lot.

2. Fence Easement. There is to be created and established, as shown on the engineering drawings and development plans, a fence to be located on Lots, 1, 2 & 6 in Block 45.25 (Harrison Township). Once constructed and approved by Harrison Township, maintenance of said fence shall be the

responsibility of the Association, and there shall be an easement on said lots granted to the Association for such purposes.

3. Open Space Easement: There is created and established, as shown on the engineering drawings and development plans, open space within Block 45.25, Lot 7 (Harrison Township) and Block 1202, Lot 2 (East Greenwich Township). The drainage basin and various drainage improvements described in paragraph 1 above shall be located within said areas, which are to be enclosed by the fence described in paragraph 2, and the balance of the lots are hereby deed restricted and dedicated as open space in perpetuity. The open space shall be owned by the Association, and the Association shall be responsible for maintenance of the open space and any improvements thereon, and enforcing the provisions of this Declaration as to said open space. No members of the public may use said open space, or enter thereon, without the permission of the Association, and the use and enjoyment of said open space is limited to the Association members, their guests and invitees, in accordance with the rules and regulations of the Association.

4. Shade Tree Easement: Each lot within the subdivision shall be subject to an easement to the Association for the installation and maintenance of shade trees as required as part of the approval granted by the Township of Harrison and as described in the Landscaping and Lighting Plan, prepared December 23, 2004, updated October 11, 2005, prepared by Consulting Engineers Services, to be separately recorded in the Gloucester County Clerk's

Office.

5. Utility Easements: There shall be separately recorded in the Gloucester County Clerk's Office a utility easement across Block 45.25, Lot 10; a 20' wide utility easement across Block 45.25, Lots 8, 9, 12 & 13 and a 20' wide utility easement across Block 45.25, Lots 2, 3 & 6 (Harrison Township).

6. Sight-Triangle Easements: There shall be separately recorded in the Gloucester County Clerk's Office Sight Triangle Easements as set forth below:

Sight-Triangle Easement over Block 45.25, Lot 10;
Sight-Triangle Easement over Block 45.26, Lot 3;
Sight-Triangle Easement over Block 45.26, Lot 8;
Sight-Triangle Easement over Block 45.26, Lot 12;
Sight-Triangle Easement over Block 45.27, Lot 1; and
Sight-Triangle Easement over Block 45.27, Lot 3. (All in Harrison Township).

7. Existing Easements. The following existing recorded easements burden the property:

Easement to Atlantic City Electric Company as contained in Deed Book 427, Page 411.

8. Access Easement. There shall be separately recorded in the Gloucester County Clerk's Office Access Easements for access to Lot 6, Block 45.25 over Block 45.25, Lot 1 and Block 45.25, Lot 2 (Harrison Township).

9. Sign Easement. There shall be separately recorded in the Gloucester County Clerk's Office Sign Easements across Block 45.25, Lot 1 and

Block 45.26, Lot 12 (Harrison Township).

10. Wetlands Conservation Easement. There shall be separately recorded in the Gloucester County Clerk's Office Wetlands Conservation Easements across Lots 2.01, 2.02, 2.03, 2.06, 2.07 (East Greenwich Township).

11. Special Water Resources Buffer Easement. There shall be separately recorded in the Gloucester County Clerk's Office, a Special Water Resources Buffer Easement across Lot 2 of Block 1202 (East Greenwich Township).

12. Drainage Easement. There shall be separately recorded in the Gloucester County Clerk's Office a 50' wide Drainage Easement across Lots 2, 2.06 & 2.07 of Block 1202 (East Greenwich Township).

13. Landscape Buffer Easement. There shall be separately recorded in the Gloucester County Clerk's Office Landscape Buffer Easements across Lots 2, 2.06, 2.07 and 2.08 of Block 1202 (East Greenwich Township), and 25' wide Landscape Buffer Easements across Lots 2.09, 2.10, 2.11 and 2.12 (East Greenwich Township).

14. Street Tree Easement. There shall be separately recorded in the Gloucester County Clerk's Office a 10' wide Street Tree Easement over original Tract – Lot 2, Block 1202 (East Greenwich Township).

C. Notice to Prospective Lot Purchasers:

Grantor, in accordance with the provision of its subdivision approvals by the Township of Harrison Planning Board shall include with each Contract for

Sale to prospective purchasers disclosures as set forth in the Rider to Contract, attached hereto as Exhibit E.

SECTION FIVE: DURATION AND ENFORCEMENT

1. Duration: All of the aforesaid covenants and restrictions shall be deemed to be covenants running with the land and shall bind any purchaser, their heirs, successors, administrators or assigns, in perpetuity. The deed restrictions established in Section Four shall remain in full force and effect unless modified or amended by a Declaration signed by a majority of the then record owners of the lots, fully recorded with the same formality as this Declaration, however, any amendment or change in the deed restrictions established by the Planning Board, or other approving authority, shall require the consent and approval of the Planning Board or approving authority that required said deed restriction.

Any amendment to this Declaration shall conform to any applicable municipal regulations in effect at the time of the amendment, and shall be subject to approval by the Harrison Township and/or East Greenwich Township Planning Boards if they relate to conditions imposed by the Resolutions of Approval.

2. Notices: Any notice required to be sent to any member or owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the person who appears as a member or owner on the records of the Association at the

time of such mailing.

3. Enforcement: The Association, or any owner of any lot in the subdivision, shall have the right to enforce these covenants and restrictions by any proceeding at law or in equity, against any person or persons violating or attempting to violate any covenants or restrictions, to restrain violation, to require specific performance and/or to recover damages; and against the land to enforce any lien created by these covenants; and failure by the Association or any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The expense of enforcement shall be chargeable to the owner of the lot upon which the violation of these covenants and restrictions shall constitute a lien on the lot, collectable in the same manner as assessments hereunder.

4. Savings Clause: Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way effect the validity of any other provision which shall remain in full force and effect.

5. Conflict with Local Laws or Regulations: In the case of any conflict between the provisions of this Declaration and any local or municipal law, regulation Resolution of Approval or ordinance, the provisions of the local or municipal law, regulation Resolution of Approval or ordinance shall control.

6. Municipal Lien for Enforcement: The Townships of Harrison and East Greenwich may enforce any provision of this Declaration in default of its enforcement by any lot owner or the Association. However, nothing herein

shall obligate the Townships of Harrison or East Greenwich to enforce any provision hereof. Said municipality may invoke the authority pursuant to N.J.S.A. 40:55D-43 to create a lien in the event that the costs of maintenance provided by the municipality cannot be recovered from the Association or from individual lot owners.

IN WITNESS WHEREOF, the undersigned Grantor has set his hand and seal the date and year first above written.

MIPRO HOMES, LLC
A New Jersey Limited Liability
Company (GRANTOR)

Witness

By

MICHAEL PROCACCI, JR., MANAGING
MEMBER

STATE OF NEW JERSEY

COUNTY OF

Camden

SS.

I CERTIFY that on this 14 day of August, 2006:
Michael Procacci, Jr. personally came before me and this person (or these persons, if more than one) acknowledged under oath, to my satisfaction, that this person:

- a) was the maker of this document;
- b) was authorized to and did make this document as the Manager of MIPRO HOMES, LLC, a New Jersey Limited Liability Company, the entity named in this document;
- c) was authorized to and did execute this document as the legal act of the entity.

SHELLYANN DOUGHTY
A Notary Public of New Jersey
My Commission Expires Nov. 20, 2008

EXHIBIT A

EAST GREENWICH

Block 1202

Lot	2 (Drainage Basin/Open Space Lot)
Lots	2.01
	2.02
	2.03
	2.04
	2.05
	2.06
	2.07
	2.08
	2.09
	2.10
	2.11
	2.12

HARRISON TOWNSHIP

Block 45.26

Lots	1
	2
	3
	4
	5
	6
	7
	8
	9
	10
	11
	12

Block 45.25

Lots	1
	2
	3
	4
	5
	7 (Drainage
Basin/Open	Space
Lot)	
	8
	9
	10
	11
	12
	13

Block 45.27

Lots	1
	2
	3
	4
	5
	6
	7

EXHIBIT B

BY-LAWS OF CASELLA FARMS HOMEOWNERS ASSOCIATION, INC., A NON-PROFIT CORPORATION

ARTICLE I. NATURE OF BY-LAWS

These By-Laws are intended to govern the administration of the CASELLA FARMS HOMEOWNERS ASSOCIATION, INC. (herein after referred to as the "Homeowners Association"), a not-for-profit corporation of New Jersey, together with the ownership, administration, utilization and maintenance of such common areas of the Homeowners Association and as may otherwise be conveyed to the Homeowners Association from time to time, all as set forth in a certain Declaration of Covenants and Restrictions (hereinafter, the "Declaration") filed, or about to be filed, with the County Clerk for Gloucester County, New Jersey, as the same may be amended.

ARTICLE II. DEFINITIONS.

SECTION 1. "Homeowners Association" shall mean and refer to CASELLA FARMS HOMEOWNERS ASSOCIATION, INC., (corporation), its successors and assigns.

SECTION 2. "By-Laws" means the code of rules adopted for the regulation or management of the affairs of the corporation irrespective of the name by which these rules are designated.

SECTION 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners.

SECTION 4. "Developer" shall mean or refer to MiPro Homes, L.L.C., a limited liability company of the State of New Jersey (developer), its successors

and assigns if such successors or assigns should acquire more than one undeveloped lot from the declarant for purposes of development.

SECTION 5. "Declaration" shall mean or refer to the Declaration of Covenants and Restrictions applicable to the subdivision and recorded on _____ 2006, by the Gloucester County Clerk in Book , Page .

SECTION 6. "Lot" shall mean or refer to any plot of land shown on the recorded subdivision plat with the exception of the common area.

SECTION 7. "Member" shall mean or refer to those persons entitled to membership in the Association as provided in the Declaration.

SECTION 8. "Owners" shall mean or refer to the record owner whether one or more persons or entities, of the fee simple title to any lot which is a part of the subdivision, including Contract Sellers, but excluding those holding title merely as security for the performance of an obligation.

SECTION 9. "Subdivision" shall mean or refer to that certain tract of real property described in the Declaration, and such additions thereto as may be brought within the jurisdiction of the Association pursuant to the provisions of the Declaration.

SECTION 10. "Trustee" shall mean any member of the Board of the Corporation, whether designated as a Trustee, Director, Manager, Governor, or by any other title.

ARTICLE III. MEETING OF MEMBERS

SECTION 1. ANNUAL MEETINGS. The first annual meeting of members shall be held within one year from the date of incorporation of the Association

or not later than thirty days after fifty percent (50%) of the lots have been sold, whichever occurs first. Subsequent annual meetings of members shall be held on the same day of the same month of each year thereafter at the hour of 7 o'clock p.m. If the day for the annual meeting of members is a legal holiday, the meeting will be held at the same hour on the next following day which is not a legal holiday.

SECTION 2. SPECIAL MEETINGS. Special meetings of members may be called at any time by the President or by the Board of Trustees, or on written request, of two-thirds of all votes outstanding, of the members.

SECTION 3. NOTICE OF MEETINGS. Written notice of each meeting of members shall be given by, or at the direction of, the Secretary or other person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fourteen (14) but not more than thirty (30) days before such meeting to each member entitled to vote thereon, addressed to the members address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of receiving notice. Such notice shall specify the day, hour and place of the meeting, and in the case of a special meeting, the purpose of the meeting.

SECTION 4. QUORUM. The presence at the meeting, in person or by proxy, of members entitled to cast a majority of the outstanding votes shall constitute a quorum for authorization of any action, except as may otherwise be provided in the Declaration, the Articles of Incorporation, or the By-Laws herein. If a quorum is not present at any meeting, the members entitled to vote

shall have power to adjourn the meeting from time to time without notice other than announcement at the meeting, until a quorum is present.

SECTION 5. PROXIES. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Any proxy given shall be effective only for the specific meeting for which originally given and any lawfully adjourned meeting thereof. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the member executing it and the proxy of any owners shall automatically terminate on conveyance by him of his lot.

SECTION 6. The Board of Trustees shall mail a meeting notice and copies of the proposed annual budget of expenses to the members not less than thirty (30) days prior to the meeting at which the budget will be considered. The members shall be given written notice of the time and place at which the meeting of the Board of Trustees to consider the budget will be held. The meeting shall be open to all members.

The Board of Trustees may, in any event, propose a budget to the members of the association at a general membership meeting or in writing and, if the budget or proposed budget is approved by the members at the meeting, or by a majority of their whole number in writing, that budget shall be adopted.

**ARTICLE IV. BOARD OF TRUSTEES - TERM OF OFFICE; FIRST ELECTION;
AND REMOVAL**

SECTION 1. COMPOSITION. The affairs of the Homeowners Association shall be managed by a Board of three (3) Trustees who need not be members of the Homeowners Association. The number of Trustees may be changed by amendment of the By-Laws of the Homeowners Association.

- (a) Initially, all three Trustees shall be appointed by the Declarant, who shall also have the right to remove and replace said Trustees from time to time.
- (b) Within sixty days of the date upon which at least seventy-five (75%) percent of the total lots permitted to be developed within the development have been conveyed to lot owners other than Declarant, a special meeting of the members shall be held and the Declarant shall remove the two Trustees previously appointed and the members, in accordance with the procedures set forth in these By-Laws, shall then elect two Successor Trustees to such vacancies to serve until their successors shall be elected at the next annual meeting.

Declarant shall retain the right to appoint one (1) Trustee so long as Declarant owns one or more lots and holds the same for sale in the ordinary course of business. Within sixty (60) days after the last lot owned by the Declarant has been conveyed to a Lot Owner other than the Declarant, a special meeting of the members shall

be held and the third Trustee shall be elected (and the last appointed Trustee shall thereupon be removed by -the Declarant) to serve until his Successor Trustee shall be elected at the next annual meeting.

- (c) Upon the assumption by the members of control of the Homeowners Association, the Declarant shall deliver forthwith to the Homeowners Association all items and documents pertinent to the Homeowners Association, including, but not limited to: a copy of the Declaration of Covenants and Restrictions, documents of creation of the Homeowners Association, By-Laws, Minute Books (including all minutes) and the Rules and Regulations, and an accounting of Homeowner Association funds, Homeowner Association funds, all personal property, insurance policies, government permits, a membership roster and all contracts and agreements relative to the Homeowners Association.

SECTION 2. TERM. Subject to the limitations of Section 1 above, Trustees shall be elected for a term of one year, and until their respective successors shall be elected.

SECTION 3. NOMINATIONS. The Board of Trustees may establish reasonable procedures for nominating candidates for the Board of Trustees, which may include acceptance of nominations from the floor before at the meeting.

SECTION 4. METHOD OF ELECTION. Each member shall be entitled to

one vote per Board of Trustees vacancy for each lot which he owns. Cumulative voting shall not be permitted. The Board of Trustees may establish reasonable procedures for the casting and counting of votes, and may determine whether or not written, secret ballots shall be required.

SECTION 5. RESIGNATION AND REMOVAL. The unexcused absence of elected Trustees from three (3) consecutive Regular Meetings of the Board shall be deemed an offer of resignation which may be accepted by the Board at the meeting during which said third or further absence occurs. Any elected Trustee may be removed from the Board, with or without cause, by a majority vote of the members of the Homeowners Association, at a special meeting called for that purpose.

SECTION 6. VACANCIES. When a member of the Board of Trustees who has been elected by lot owners other than Declarant is removed or resigns, that vacancy shall be filled by a vote of the lot owners other than Declarant.

SECTION 7. COMPENSATION. No Trustee shall receive compensation from the homeowners association for any service he may render to the homeowners association in such capacity. However, any Trustee may be reimbursed for any reasonable expenses incurred in the performance of his duties.

ARTICLE V. BOARD OF TRUSTEES - MEETINGS

SECTION 1. REGULAR MEETINGS. Regular Meetings of the Board of Trustees shall be held monthly without notice, at such place and hour as may be fixed from time to time by Resolution of Board. In the event that the regular

date for a meeting falls on a legal holiday, such meeting shall be held at the same time on the next following day which is not a legal holiday.

SECTION 2. SPECIAL MEETINGS. Special meetings of the Board of Trustees shall be held when called by the President of the Association, or by any two Trustees, after not less than three (3) days notice to each Trustee.

SECTION 3. QUORUM. A majority of Trustees shall constitute a quorum for the transaction of business. Every act performed or decision made by a majority of Trustees present at a duly held meeting in which a quorum is present shall constitute the act or decision of the -Board.

ARTICLE VI. BOARD OF TRUSTEES - POWERS AND DUTIES

SECTION 1. POWERS. The Board of Trustees shall have power to:

- (a) Adopt and publish rules and regulations governing the use of the common areas and facilities including the personal conduct of the members and their guests thereon; and to establish penalties for infractions of such rules and regulations;
- (b) Suspend the voting rights and right to use of the recreational facilities, if any, of any member during any period in which such member is in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed thirty (30) days for infraction of the rules and regulations governing the Association;
- (c) Exercise on behalf of the Association all powers, duties, and authority vested in or delegated to the Association and not

specifically reserved to the membership by the Declaration, Certificate of Incorporation, or by other provisions of these By-Laws.

- (d) Declare the office of a member of the Board of Trustees to be vacant in the event that such member is absent from three (3) consecutive regular meetings of the Board of Trustees; and
- (e) Employ a manager, independent contractors, and other employees as they may deem necessary, and to prescribe their respective duties.

SECTION 2. DUTIES. It shall be the duty of the Board of Trustees to:

- (a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at each annual meeting, or at any special meeting at which such a statement is requested in writing by one-fourth of the votes which could be cast;
- (b) Supervise all officers, agents and employees of the Association and see to it that their duties are properly performed;
- (c) As more fully provided in the Declaration and Article VIII of the By-Laws to:
 - (1) Fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment;
 - (2) Send written notice of each assessment to every owner subject thereto at least thirty (30) days in advance of each

annual assessment; and

- (3) Foreclose the lien against any property for which assessments are not paid within thirty (30) days after the due date, or to bring an action at law against the owner personally obligated to pay the same.
- (d) Issue, or cause an appropriate officer to issue, on demand by any person, a Certificate setting forth whether or not any assessment has been paid. A statement in a Certificate to the effect that an assessment has been paid shall constitute conclusive evidence of such payment. The Board may impose a reasonable charge for the issuance of these Certificates;
- (e) Procure and maintain adequate liability and hazard insurance on all property owned by the Association;
- (f) Cause all offices or employees having physical responsibilities to be bonded, as it may deem appropriate; and
- (g) Cause the common area and facilities situate thereon, specifically including the detention basin, drainage easements, and landscaping easements to be maintained in a state of good condition and repair so that same shall function in an efficient and reasonable manner. The duty to maintain also includes the duty to repair and replace equipment and implements used in the operation and functioning of the stormwater management facilities. Specifically, in respect such facilities, the duty shall include the

following:

1. **TRASH AND DEBRIS REMOVAL:** The basin shall be inspected for accumulated trash and debris on a monthly basis as well as after heavy storm events. Inlets and drainage pipes leading to the detention basin shall be inspected at least once every six months, and accumulated silt, litter and debris shall be removed. Removal and disposal of trash and debris shall be in compliance with all applicable local, state and federal regulations.

2. **WATER SURFACE MAINTENANCE:** The basin shall be maintained clean and free of surface algae and mosquito breeding areas. Corrective measures in accordance with local, state and federal regulations shall be implemented when these conditions are observed.

3. **EMBANKMENT AND SLOPE MAINTENANCE:** Basin side slopes and embankments shall be maintained structurally sound and well vegetated, ruts, cracks and eroded areas shall be restored in a timely manner when these conditions are observed. Slopes and embankments shall be visually inspected at least once every six months.

4. **SEDIMENT REMOVAL:** Sediment shall be scheduled for excavation every ten (10) years, at a minimum, and more frequently if problems are noted during regular inspections. Disposal of sediment shall comply with local, state and federal regulations. All areas disturbed during removal operations shall be restored and revegetated. If dewatering is necessary to effect sediment removal, all applicable local and state permits

shall be obtained prior to commencement of work.

5. LANDSCAPING MAINTENANCE: The grass in the basin shall be cut at least once each year.

6. AERATION: The basin bottom shall be aerated at least once each year. In addition, the basin bottom shall be scraped and replanted at least once each five (5) years to prevent sealing of the bottom by silt and sediment.

7. Storm water management facilities shall be regularly maintained to insure they function at design capacity, and to prevent health hazards associated with debris buildup and stagnant water. See NJAC 5:21-7.4(F)7.

8. This basin maintenance schedule is based upon guidelines for maintenance of basins outlined in "Stormwater and Nonpoint Source Pollution Best Management Practices Manual", published by the New Jersey Department of Environmental Protection, February 2004.

These By-Laws may not be amended to remove the maintenance responsibilities and duties of the Homeowners Association of Section 2(g) herein or of the individual homeowners within the CASELLA FARMS Development.

SECTION 3. DISSOLUTION OF HOMEOWNERS ASSOCIATION, EFFECT.

In the event that the Homeowners Association is dissolved or defunct, the duties of the Homeowners Association as outlined in Section 2(g), supra., shall

become the responsibility of individual lot owners within the CASELLA FARMS Development.

ARTICLE VII. ASSESSMENTS

SECTION 1. PURPOSE OF ANNUAL ASSESSMENTS. The annual assessments levied by the Association shall be used exclusively to promote the health, safety, welfare and recreation of the residents in the subdivision, and for the improvement and maintenance of the common area and of the homes situated within the subdivision. Annual assessments shall include, and the Association shall acquire and pay for out of the funds derived from annual assessments the following:

- (a) Maintenance and repair of the common area;
- (b) Water, sewer, garbage, electrical, lighting, telephone, gas, and all other necessary utility service for the common area;
- (c) Acquisition of furnishings and equipment for the common area as may be determined by the Association, including, without limitation, all equipment, furnishings, and personnel necessary and proper for use of the recreational facilities, if any;
- (d) Fire insurance covering the full insurable replacement value of the common area with extended coverage;
- (e) Liability insurance insuring the Association against and any all liability to the public, to any owner, or to the invitees or tenants of any owner arising out of their corporation and/or

use of the common area. The policy limits shall be set by the Association, and shall be reviewed at least annually and increased or decreased in the discretion of the Association.

- (f) Workman's Compensation Insurance to the extent necessary to comply with the applicable law, and any other insurance deemed necessary by the Board of Directors of the Association;
- (g) A standard fidelity bond covering all members of the Board of Directors of the Association and all other employees of the Association in an amount to be determined by the Board of Directors;
- (h) Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, taxes, or assessments which the Association is required to secure to pay pursuant to the terms of the Declaration of Covenants filed by developer or by law, or which shall be necessary or proper in the opinion of the Board of Directors of the Association for the operation of the common areas, for the benefit of lot owners, or for the enforcement of these restrictions.

SECTION 2. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS. In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment

applicable to that year only for the purpose of defraying in whole or in part, the costs of any construction, reconstruction, repair or replacement of a capital improvement on the common area, including fixtures and personal property related thereto. Any such assessment must be approved by a majority.

SECTION 3. NOTICE FOR ACTION AUTHORIZED UNDER SECTIONS 1 AND 2. Written notice shall be provided of any meeting called for the purpose of taking any action authorized by Section 1 or 2 herein. Written notice of any meeting called for the purpose of taking any action authorized by Section 1 or 2 shall be sent to all members not less than ten nor more than sixty days in advance of such meeting. The proposed action must be favored by a majority of the votes cast.

SECTION 4. UNIFORM RATE OF ASSESSMENT. Both annual and special assessments may be fixed at a uniform rate for all lots.

SECTION 5. COMMENCEMENT AND COLLECTION OF ANNUAL ASSESSMENTS. The annual assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of the common area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of the due date thereof and shall fix the dates such amounts become due. Assessments may be made payable monthly. Notice of the annual assessments shall be sent to every owner subject thereto. The Association shall, on demand and for a reasonable charge, furnish a Certificate signed by

an officer of the Association, setting forth whether the assessments against a specific lot have been paid and shall on or before September 1 of each year, and cause to be recorded in the office of the County recording officer of Gloucester County, a list of delinquent assessments as of that date.

SECTION 6. EFFECT OF NON-PAYMENT OF ASSESSMENT; REMEDIES OF THE ASSOCIATION. Any assessment not paid within ten days after the due date shall be deemed in default and shall bear interest from the due date at the rate of 2% per annum plus the interest rate for the applicable period of time the payment was not paid, which would have been assessed on a judgment as currently set forth in New Jersey Court Rule 4:42-11 (a). Furthermore, costs and reasonable attorney's fees in collecting the assessment shall be added thereto. The Association may bring an action at law against the owner personally obligated to pay the same, or may foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided herein by non-use of the common area or abandonment of his lot.

SECTION 7. LIEN PROVISION. As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien on the property against which such assessments are made. Any assessments which are not paid when due are considered delinquent.

ARTICLE VIII. OFFICERS AND THEIR DUTIES.

SECTION 1. ENUMERATION OF OFFICERS. The officers of the-

Association shall be a President and Vice President, who shall at all times be members of the Board of Trustees and a Secretary, Treasurer, and such other offices as the Board may from time to time by Resolution create.

SECTION 2. ELECTION OF OFFICERS. The election of officers shall take place at the first meeting of the Board of Trustees following each annual meeting of members.

SECTION 3. TERM. The offices of the Association shall be elected annually by the Board. Each shall hold office for a term of one (1) year unless he shall sooner resign or shall be removed or otherwise disqualified to serve.

SECTION 4. SPECIAL APPOINTMENTS. The Board may elect such other officers as the affairs in the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

SECTION 5. RESIGNATION AND REMOVAL. Any officer may be removed from office by the Board at any time with or without cause. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

SECTION 6. VACANCIES. A vacancy in any office may be filled by appointment of the Board. The officer appointed to such vacancy shall serve for the unexpired term of the officer he replaces.

SECTION 7. MULTIPLE OFFICES. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices, except in the case of special offices created pursuant to Section 4 of this Article.

SECTION 8. DUTIES. The duties of the officers are as follows:

- (a) President — The President shall preside at all meetings of the Board of Trustees; shall see that Orders and Resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other instruments and shall co-sign all checks and promissory notes.
- (b) Vice President — The Vice President shall act in the place of the President in the event of his absence, inability, or refusal to act and shall exercise and discharge such other duties as may be required of him by the Board.
- (c) Secretary — The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it to all papers so requiring; serve notice of meetings of the Board and of members; keep appropriate current records showing the members of the Association together with their addresses and perform such other duties as may be required by the Board or by law.
- (d) Treasurer — The Treasurer shall receive and deposit in

appropriate bank accounts all funds of the Association and shall disburse such funds as directed by Resolution of the Board of Trustees; shall sign all checks and promissory notes of the Association; shall keep all the proper books of account; shall cause an annual audit of the Association books to be made by a certified public accountant at the completion of each fiscal year; and shall prepare an annual budget and statement of income and expenditures, a copy of which documents shall be delivered to each member, and a report on which shall be given at the regular annual meeting of members.

ARTICLE IX. BOOKS AND RECORDS, INSPECTION.

The books, records, and papers of the Association shall be subject to inspection by any member during ordinary business hours. The Declaration, Certificate of Incorporation, and By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies shall be made available for sale at a reasonable price.

ARTICLE X. CORPORATE SEAL.

The Association shall have a seal in circular form having within its circumference the words: Casella Farms Homeowners Association.

ARTICLE XI. FISCAL YEAR.

The fiscal year of the Association shall be the calendar year, except that the first fiscal period shall begin on the date of incorporation and shall end on

December 31 of the year of incorporation.

ARTICLE XII. AMENDMENTS.

The By-Laws may be amended, at a regular or special meeting of members, by vote of a majority of a quorum of members present, in person or by proxy.

ARTICLE XIII. CONFLICTS.

In the case of any conflict between the Certificate of Incorporation and these By-Laws, the Certificate shall control; in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

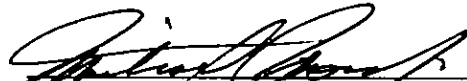
ARTICLE XIV. GENERAL PROVISIONS.

It shall be the obligation of the Association to maintain in a state of good condition the common areas and all facilities located thereon, specifically including the detention and/or retention basins, drainage easements, and all landscape easements. The obligation shall be the sole and exclusive obligation of the Association and not the obligation of the Township of Harrison or the Township of East Greenwich. In the event, however, the organization fails to maintain the above areas and/or facilities, the Township of Harrison and/or the Township of East Greenwich shall have the option of implementing the provisions of N.J. S.A. 49:5 5D-43 and any amendments thereto, but it shall be under no obligation to do so.

IN WITNESS WHEREOF, the undersigned, being all members of the Board of Trustees of the CASELLA FARMS HOMEOWNERS ASSOCIATION, INC. have adopted the By-Laws on behalf of the CASELLA FARMS HOMEOWNERS

ASSOCIATION, INC.

Dated: 8/14/2006


MICHAEL PROCACCI, JR.

Dated: 8/14/2006


MICHAEL JOHN PROCACCI

Dated: 8/14/2006

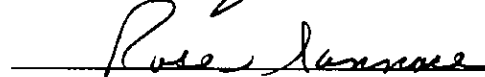

ROSE IANNACE

EXHIBIT C

CASELLA FARMS

BASIN MAINTENANCE – YEARLY

BLOCK 1202 LOT 2 – EAST GREENWICH TOWNSHIP

The storm drainage basin within Casella Farms in East Greenwich Township is located along the southern property line. The basin shall be maintained by the Developer until such time as the areas are taken over by the Homeowners' Association.

We anticipate that the costs involved, on a yearly basis, will be as follows:

<u>Description</u>	<u>Per Basin</u>
Grass Cutting	
a) 10 cuts @ \$125.00	\$1,250.00
Fertilizer/Pesticides	
a) Pesticides – 3 app. @ \$100.00	\$300.00
b) Fertilizer – 2 app. @ \$75.00	\$150.00
General Maintenance	
a) Repair to Shrubs	\$150.00
b) Inspection of Basin Area & Structures - 6 times @ \$75.00	\$450.00
c) Debris Removal – 3 times @ \$100.00	\$300.00
d) Repair of Scoured areas	<u>\$150.00</u>
Total Yearly Cost Per Basin	\$2,750.00

EXHIBIT C

CASELLA FARMS

BASIN MAINTENANCE – YEARLY

BLOCK 45.25 LOT 7 – HARRISON TOWNSHIP

The storm drainage basin within Casella Farms in Harrison Township is located along the northern property line. The basin shall be maintained by the Developer until such time as the areas are taken over by the Homeowners' Association.

We anticipate that the costs involved, on a yearly basis, will be as follows:

<u>Description</u>	<u>Per Basin</u>
Grass Cutting	
a) 10 cuts @ \$220.00	\$2,200.00
Fertilizer/Pesticides	
a) Pesticides – 3 app. @ \$200.00	\$600.00
b) Fertilizer – 2 app. @ \$165.00	\$330.00
General Maintenance and Inspection	
a) Repair to Shrubs	\$400.00
b) Repair to Fence	\$300.00
c) Inspection of Basin Area & Structures - 6 times @ \$75.00	\$450.00
d) Debris Removal – 3 times @ \$150.00	\$450.00
e) Repair of Scoured areas	<u>\$300.00</u>
Total Yearly Cost Per Basin	\$5,030.00

EXHIBIT D

STORM WATER MANAGEMENT MAINTENANCE AND INSPECTION SCHEDULE

1. **TRASH AND DEBRIS REMOVAL:** The basin shall be inspected for accumulated trash and debris on a monthly basis as well as after heavy storm events. Inlets and drainage pipes leading to the detention basin shall be inspected at least once every six months, and accumulated silt, litter and debris shall be removed. Removal and disposal of trash and debris shall be in compliance with all applicable local, state and federal regulations.
2. **WATER SURFACE MAINTENANCE:** The basin shall be maintained clean and free of surface algae and mosquito breeding areas. Corrective measures in accordance with local, state and federal regulations shall be implemented when these conditions are observed.
3. **EMBANKMENT AND SLOPE MAINTENANCE:** Basin side slopes and embankments shall be maintained structurally sound and well vegetated, ruts, cracks and eroded areas shall be restored in a timely manner when these conditions are observed. Slopes and embankments shall be visually inspected at least once every six months.
4. **SEDIMENT REMOVAL:** Sediment shall be scheduled for excavation every ten (10) years, at a minimum, and more frequently if problems are noted during regular inspections. Disposal of sediment shall comply with local, state and federal regulations. All areas disturbed during removal operations shall be restored and revegetated. If dewatering is necessary to effect sediment removal, all applicable local and state permits shall be obtained prior to commencement of work.
5. **LANDSCAPING MAINTENANCE:** The grass in the basin shall be cut at least once each year.
6. **AERATION:** The basin bottom shall be aerated at least once each year. In addition, the basin bottom shall be scraped and replanted at least once each five (5) years to prevent sealing of the bottom by silt and sediment.
7. Storm water management facilities shall be regularly maintained to insure they function at design capacity, and to prevent health hazards associated with debris buildup and stagnant water. See NJAC 5:21-7.4(F)7.
8. This basin maintenance schedule is based upon guidelines for maintenance of basins outlined in "Stormwater and Nonpoint Source Pollution Best Management Practices Manual", published by the New Jersey Department of Environmental Protection, February 2004.

EXHIBIT E

RIDER TO CONTRACT

Buyers are advised that the premises described herein may be subject to certain covenants, conditions, restrictions and easements which may limit or restrict the use of the premises and which may establish obligations of the Homeowner's Association for the maintenance, and the expense of maintenance, of improvements within areas owned or maintained by the Casella Farms Homeowner's Association (as further described herein) within the overall subdivision premises.

Homeowners' Association. Each Buyer is hereby provided notice that a homeowners' association, the Casella Farms Homeowners Association, Inc., has been incorporated and that said association, in accordance with Declaration of Covenants and Restrictions of Casella Farms Homeowners Association, Inc., shall have various ongoing responsibilities and obligations with respect to the subdivision premises, including the responsibility for compliance with the maintenance responsibilities for the storm water management facilities servicing the subdivision premises and maintenance of the two (2) development signs.

Exclusion of Block 45.25, Lot 6. The property located at Block 45.25, Lot 6 is not included as part of the Homeowners' Association and is not subject to the Declaration of Covenants and Restrictions.

Shade Trees. Pursuant to the final subdivision approval granted by the Harrison Township Planning Board, MiPro Homes, L.L.C. (hereinafter "Developer") shall plant trees along the front yard(s) of each lot within the subdivision. The trees planted by the Developer on the individual lots must not be removed or altered. The Developer and/or the Homeowner's Association is responsible for maintaining all trees installed on any of the lots pursuant to the approved major subdivision plan for the development, and also for replacing any trees that die or become damaged, during a two year period as defined by NJSA 40:55D-53 (and also for any additional time following the two year period as may be necessary for Harrison Township, the Association or any other authorized party to cure a default in maintenance of such trees). All of the individual lots are therefore subject to a right of re-entry by the above parties to perform such tree husbandry or replacement of trees as set forth above.

Drainage Facilities. The Homeowner's Association must maintain, repair and/or replace all drainage facilities and detention basins located throughout the development. Certain lots contain drainage facilities which include yard inlets and ditches. The Homeowner's Association is required to keep the drainage facilities unobstructed and free of debris and to maintain, repair, and replace the drainage facilities according to Township standards. All lots which contain these drainage facilities are therefore subject to a right of re-

entry reserved unto the Homeowner's Association for such maintenance, repair and/or replacement. The maintenance, repair and replacement of the detention basin and other aspects of the development's storm water management system shall include but not be limited to the following maintenance schedule:

a. Drainage systems must be inspected on a routine basis to ensure that they are functioning properly. Inspections shall be conducted a minimum of semi-annually and always after a major storm.

b. All inlets and outlets structures shall be examined at the time inspection for debris and accumulated sediment which, if present, shall be removed from these structures as required.

c. The accumulation of leaves and other wind blown materials within the drainage facilities shall be removed on a bi-monthly basis or more often if necessary.

d. At no time shall the basins be utilized for the storage or disposal of those materials mentioned above or trash, etc.

e. All Material removed from the basins shall be disposed of in a manner and at a location as required by law.

f. Any erosion which occurs in or around the drainage facilities shall be immediately repaired and stabilized in accordance with the requirements of the Standards for the Soil Erosion and Sediment Control in New Jersey.

g. A dense turf with extensive root growth is encouraged to reduce erosion and enhance infiltration through the bottom and sides of the drainage

facilities. Well established turf on the floor and sides will grow through sediment deposits thus forming a porous turf and preventing the formation of an impermeable layer.

h. Water tolerant species of vegetative cover for basin usage must be employed. Suggested varieties of cover include fescue and perennial rye.

i. Mowing of the grass is required twice a year, once around June and again in September. Additionally, mowing is recommended to insure the aesthetic quality of the site.

j. Fertilization and liming is left to the discretion of the responsible authority. A 10-6-4 ratio fertilizer at a rate of 500 lbs. per acre (11 lbs/1000 s.f.) is provided for guidance.

k. Responsibility for maintenance of the storm water management facilities shall be the sole responsibility of the homeowners association in conformance with Township requirements and N.J.A.C. 5:21-7.5.

l. The sand layer at the bottom of the proposed basin shall be replaced once a year, or more frequently if required, and replaced in kind.

Easements and Restrictions. An easement burdens the lot it is located on and benefits one or more other lots. It is each lot owner's responsibility to know what easements or other restrictions are on his lots and to do no act which would prevent, hinder or impair the purpose for which the easement or other restriction was imposed. Attached as Exhibit A is a listing of all easements, restrictions and covenants as they pertain to each individual lot.

Recycling. Each Buyer acknowledges notice that all homeowners within Harrison Township must abide by the Township regulations regarding trash and recyclable materials to be collected by the Township, which regulations may be amended from time to time.

Prohibition Against Future Subdivision and Use Limitation. Each Buyer is hereby provided notice that all property within the subdivision is restricted such that no lot may be further subdivided or re-divided and the use of each lot is limited to one single family residence.

Provision of Municipal Services.

Harrison Township will not be providing municipal services to the lots located in East Greenwich Township including trash pick-up, snow removal, street repair, etc. Those lots located in East Greenwich Township will have their municipal services provided by East Greenwich Township.

Schools.

Harrison Township

Children will attend Harrison Township Elementary School (grades pre-K through 3) and Pleasant Valley Elementary School (grades 4 through 6). Students then attend the Clearview Regional Schools for middle school and high school.

East Greenwich Township

Children will attend the Jeffrey Clark School (grades K through 2) and the Samuel Mickle School (grades 3 through 6). Students will then attend Kingsway Regional Schools for middle school and high school.

The undersigned Buyers acknowledge having received and read the above disclosures this day of , 2006.

Witness:

Dated: _____

Buyer

Witness:

Dated: _____

Buyer

EXHIBIT A

SIGHT TRIANGLE EASEMENTS

That part of the premises subject to Sight Triangle Easements are known as: Block 45.25, Lot 10; Block 45.26, Lot 3; Block 45.26, Lot 8 (2); Block 45.26, Lot 12; Block 45.27, Lot 1 and Block 45.27, Lot 3 (Harrison Township).

FENCE EASEMENTS

That part of the premises subject to Fence Easements are known as: Block 45.25, Lots 1, 2 and 6 (Harrison Township).

SIGN EASEMENTS

That part of the premises subject to Sign Easements are known as: Block 45.26, Lot 12 and Block 45.25, Lot 1 (Harrison Township).

UTILITY EASEMENTS

That part of the premises subject to Utility Easements are known as: Block 45.25, Lot 10; Block 45.25, Lots 8, 9, 12 and 13 (20' wide); Block 45.25, Lots 2, 3 and 6 (20' wide) (Harrison Township).

EXISTING EASEMENTS

Easement to Atlantic City Electric Company as contained in Deed Book 427, Page 411.

WETLANDS CONSERVATION EASEMENTS

That part of the premises subject to Wetlands Conservation Easements are known as: Block 1202, Lots 2 (2), 2.01, 2.02, 2.03, 2.06 and 2.07 (East Greenwich Township).

SPECIAL WATER RESOURCES BUFFER EASEMENT

The part of the premises subject to a Special Water Resources Buffer Easement is known as: Block 1202, Lot 2 (East Greenwich Township).

DRAINAGE EASEMENTS

That part of the premises subject to Drainage Easements are known as: Block 1202, Lots 2, 2.06 & 2.07 (East Greenwich Township) and Block 45.25, Lot 10 (Harrison Township).

DRAINAGE & STORMWATER DISCHARGE EASEMENT

That part of the premises subject to a Drainage & Stormwater Discharge Easement is known as: Block 1202, Lot 2 (East Greenwich Township).

CONSERVATION LANDSCAPE EASEMENTS

That part of the premises subject to Conservation Landscape Easements are known as: Block 45.27, Lot 1; Block 45.26, Lot 12; Block 45.25, Lot 1; Block 45.25, Lot 2 and Block 45.25, Lot 5 (Harrison Township).

ACCESS EASEMENTS

That part of the premises subject to Access Easements are known as: Block 45.25, Lot 1 and Block 45.25, Lot 2 to benefit Lot 6 in Block 45.25 (Harrison Township).

LANDSCAPE BUFFER EASEMENTS

That part of the premises subject to Landscape Buffer Easements are known as: Block 1202, Lots 2, 2.06, 2.07, 2.08, 2.09, 2.10, 2.11 and 2.12 (East Greenwich Township).

STREET TREE EASEMENTS

All lots in the subdivision are subject to a Street Tree Easement.

DECLARATION OF RESTRICTION REGARDING ACCESS TO COUNTY ROUTE #607 BLOCK 45.26, LOT 1 & 12 - HARRISON TOWNSHIP

The Gloucester County Planning Board has required the filing of a Declaration of Restriction prohibiting access to County Route #607 (Tomlin-Station Road) from Block 45.26, Lots 1 & 12.

WALK-OUT BASEMENTS

The East Greenwich Township Planning Board has required Lots 2.04 and 2.05 in Block 1202 to have walk-out basements.

Schedule A - Description

All that certain tract or parcel of land and premises situate in the Township of Harrison, County of Gloucester, and the State of New Jersey, bounded and described as follows:

TRACT 1 - LOT 2, BLOCK 45.01 (CURRENT TAX MAP) HARRISON TOWNSHIP

Beginning at a point in the existing Easterly right-of-way line of Tomlin Station Road (County Route #607), perpendicular to and 24.75 feet distant from the centerline thereof, said point being common corner to Lots 1 and 2, Block 45.01, and extending from said point of beginning; thence

- (1) Along the division line common to Lots 1 and 2, Block 45.01, South 88 degrees 48 minutes 59 seconds East, a distance of 309.14 feet, to a point in same; thence
- (2) Along the division line of Lot 2, Block 45.01, common with Lots 1, 1.04, 1.03, 1.02 and 1.01, Block 45.01, North 02 degrees 04 minutes 52 seconds East, a distance of 750.13 feet, to a point in the Municipal Boundary Line between Harrison Township and East Greenwich Township; thence
- (3) Along said Municipal Boundary Line, South 80 degrees 23 minutes 07 seconds East, a distance of 1185.35 feet, to a point in the division line common to Lots 2 and 3, Block 45.01; thence
- (4) Along the division line common to Lots 2 and 3, Block 45.01, South 02 degrees 31 minutes 24 seconds West, a distance of 627.90 feet, to a point; thence
- (5) Continuing along the division line common to Lots 2 and 3, Block 45.01, South 86 degrees 43 minutes 36 seconds East, a distance of 421.07 feet, to a point in the Northwestern right-of-way line of Union Road, perpendicular to and 16.50 feet distant from the centerline thereof; thence
- (6) Along the Northwestern right-of-way line of Union Road, running parallel to and 16.50 feet distant from the centerline thereof, South 33 degrees 37 minutes 47 seconds West, a distance of 879.94 feet, to a point common corner to Lots 2 and 6, Block 45.01; thence
- (7) Along the division line common to Lots 2 and 6, Block 45.01, North 72 degrees 45 minutes 15 seconds West, a distance of 227.32 feet, to a point; thence
- (8) Continuing along the division line common to Lots 2 and 6, Block 45.01, South 33 degrees 41 minutes 24 seconds West, a distance of 200.00 feet, to a point common corner to Lots 2 and 6, Block 45.01 and in the line of Lot 5.04, Block 45.01; thence
- (9) Along the division line of Lot 2, Block 45.01 common with Lots 5.04, 5.10 and 5.03, Block 45.01, North 72 degrees 45 minutes 15 seconds West, a distance of 1010.82 feet, to a point in the existing Easterly right-of-way of Tomlin Station Road (County Route #607), perpendicular to and 24.75 feet distant from the centerline thereof; thence
- (10) Along the said existing Easterly right-of-way line, and running parallel to and 24.75 feet distant from the centerline thereof, North 10 degrees 23 minutes 24 seconds West, a distance of 648.71 feet, to the point and place of beginning.

Hereinabove described Lot 2, Block 45.01, containing 46.23 acres, is graphically shown on the plan entitled: PLAN OF SURVEY AND TOPOGRAPHY, CASELLA FARMS, 933 UNION ROAD, BLOCK 45.01, LOT 2, HARRISON TOWNSHIP, GLOUCESTER COUNTY, NEW JERSEY, as was prepared by Margaret Kulik, P.L.S., License #38943 of Consulting Engineer Services, dated 3/26/04 and last revised to 1/19/06. CES Job #2355. Ces File #2355-POS01.dwg.

Also being known as Block 45.25, Lots 1, 2, 3, 4, 5, 7 (4.39 acres Stormwater Management Facility), 8, 9, 10, 11, 12 and 13; Block 45.26, Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12; Block 45.27, Lots 1, 2, 3, 4, 5, 6 and 7, as shown on Plan of Lots Cassella Farms Original Tract: Block 45.01, Lot 2, dated December 1, 2004, last revised June 19, 2006, filed in the Gloucester County Clerk's Office on 8/31/06 as Map No.4165.

EXCEPTING THEREOUT AND THEREFROM BLOCK 45.25, LOT 6, AS SHOWN ON THE FINAL PLAN OF LOTS, TO BE RETAINED BY GRANTOR.

Schedule A - Description

TRACT 2 -LOT 2, BLOCK 1202 (CURRENT TAX MAP) EAST GREENWICH TOWNSHIP

All that certain tract or parcel of land and premises situate in the Township of East Greenwich, County of Gloucester, and the State of New Jersey, bounded and described as follows:

Beginning at a point in the Southerly right-of-way line of New Jersey Turnpike (300 feet wide), said point being common corner to Lots 1 and 2, Block 1202, and extending from said point of beginning; thence

- (1) Along the Southerly right-of-way line of New Jersey Turnpike, North 52 degrees 21 minutes 42 seconds East, a distance of 663.11 feet, to a point common corner to Lots 2 and 3, Block 1202; thence
- (2) Along the division line common to Lots 2 and 3, Block 1202, South 87 degrees 19 minutes 21 seconds East, a distance of 674.96 feet, to a point common corner to Lots 2 and 4, Block 1202; thence
- (3) Along the division line common to Lots 2 and 4, Block 1202, South 02 degrees 31 minutes 24 seconds West, a distance of 1278.51 feet, to a point in the Municipal Boundary Line between East Greenwich Township and Harrison Township; thence
- (4) Along said Municipal Boundary Line, North 80 degrees 23 minutes 07 seconds West, a distance of 1185.35 feet to a point; thence
- (5) Along the division line common to Lots 1 and 2, Block 1202, North 02 degrees 04 minutes 52 seconds East, a distance of 706.35 feet, to the point and place of beginning.

Hereinabove described Lot 2, Block 1202, containing 30.19 acres, is graphically shown on the plan entitled: PLAN OF SURVEY AND TOPOGRAPHY, CASELLA FARMS, PLATE 12, BLOCK 1202, LOT 2, EAST GREENWICH TOWNSHIP, GLOUCESTER COUNTY, NEW JERSEY, as was prepared by Margaret Kulik, P.L.S., License #38943 of Consulting Engineer Services, dated 4/12/04, last revised 1/19/06. Ces Job #2355-01. Ces File #2355-01-POS01.dwg.

Also being known as Block 1202, Lots 2 (17.06 acres Stormwater Management Facility), 2.01, 2.02, 2.03, 2.04, 2.05, 2.06, 2.07, 2.08, 2.09, 2.10 and 2.11, as shown on Plan of Lots Cassella Farms Original Tract: Plate 12, Block 1202, Lot 2, dated February 4, 2005, last revised April 7, 2006, filed in the Gloucester County Clerk's Office on 8/31/06 as Map No.4166.

Note: Block 1202, Lot 2 (17.06 acres) to be owned and maintained by the Homeowner's Association (Stormwater Management Facility).
